

ORDINANCE NO. 024-117

AN ORDINANCE AUTHORIZING A
TEMPORARY RIGHT OF ENTRY
AGREEMENT WITH UNION PACIFIC
RAILROAD COMPANY FOR THE RED
LINE EXTENSION PROJECT

WHEREAS, The Chicago Transit Authority ("Authority") is undertaking a project to build stations and extend rail infrastructure on the Red Line, also known as the Red Line Extension Project (the "Project"); and

WHEREAS, The Project will extend the Red Line from the existing terminal at 95th/Dan Ryan to 130th Street and include four new stations near 103rd Street, 111th Street, Michigan Avenue, and 130th Street, with multimodal connections at each station including pedestrian, bike, bus, and park & ride facilities; and

WHEREAS, The Project will reduce commute times for residents, improve mobility and accessibility, and foster economic development, where stations may serve as catalysts for neighborhood revitalization; and

WHEREAS, The Metropolitan Transit Authority Act ("MTA Act"), 70 ILCS 3605/6, permits the Authority to acquire, construct, own, operate, and maintain a public service transportation system in the area; and

WHEREAS, The Project alignment known as the "Preferred Alignment" would run parallel to Union Pacific Railroad Company ("UPRR") property and interface with UPRR property during final design and construction of the "Preferred Alignment"; and

WHEREAS, UPRR requires that any Project work interfacing with UPRR property be evaluated and monitored by UPRR to ensure safety, maintain the quality of rail service, and protect UPRR property; and

WHEREAS, UPRR requires the Authority to enter into a standard right of entry agreement (the "Temporary Right of Entry Agreement") for work that may require access to UPRR property, attached as Exhibit A hereto, that sets forth requirements for the Authority and its contractors to access UPRR property; and

WHEREAS, Under the Temporary Right of Entry Agreement, the Authority agrees to pay UPRR annual right-of-entry fees of Thirty-two Thousand Dollars (\$32,000.00), which shall commence as of the effective date of the agreement and continue for six (6) years, or until the work interfacing with UPRR property is completed, whichever occurs earlier; and

WHEREAS, The agreement also requires the Authority to reimburse UPRR for the actual cost of UPRR's work under the agreement, which includes railroad

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construction process plan review, construction monitoring, and certain direct costs required to conduct plan reviews and monitoring, which UPRR estimates at Four Hundred Fifty Thousand Dollars (\$450,000.00) and the estimate may not include any costs for flagging or other protective services; and

WHEREAS, Notwithstanding the estimated cost of services, this Temporary Right of Entry Agreement requires the Authority to reimburse UPRR and/or its representatives for 100% of all actual costs and expenses incurred for their work under this agreement; and

WHEREAS, Staff recommends that the Board authorize Four Hundred Fifty Thousand Dollars (\$450,000.00) for reimbursements to UPRR plus a contingency amount of One Hundred Thousand Dollars (\$100,000.00) to be paid upon the authorization of the Chief Infrastructure Officer or designee; and

WHEREAS, The agreement requires the Authority to indemnify and hold harmless UPRR from any loss which is due to or arises from any cause and is associated in whole or in part with the work performed under the agreement, regardless of whether caused solely or contributed to in part by the negligence or fault of the UPRR, and permits UPRR to terminate the agreement if the Authority does not commence work within one year of the effective date of the agreement; and

WHEREAS, The Temporary Right of Entry Agreement also requires the Authority's contractors to enter into a standard right of entry agreement for contractors, attached as Exhibit D to the Temporary Right of Entry Agreement, which requires the Authority's contractors to indemnify UPRR; and

WHEREAS, It is necessary and in the best interests of the Authority and the public for the Authority to enter into a Temporary Right of Entry Agreement with UPRR; now, therefore:

BE IT ORDAINED BY THE CHICAGO TRANSIT BOARD
OF THE CHICAGO TRANSIT AUTHORITY:

SECTION 1. The Chairman of the Chicago Transit Board, or designee, is authorized to execute a Temporary Right of Entry Agreement with Union Pacific Railroad Company to allow for the performance of work that may require access to UPRR property for the Red Line Extension Project.

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SECTION 2. The Temporary Right of Entry Agreement has a term of six (6) years or until the work interfacing with UPRR property is completed, whichever occurs earlier; requires the Authority to pay UPRR right-of-entry fees of Thirty-two Thousand Dollars (\$32,000.00) per year, to reimburse UPRR and its agents for all actual costs and expenses incurred for their work under this agreement up to a not-to-exceed amount of Four Hundred and Fifty Thousand Dollars (\$450,000.00), and to indemnify and hold harmless UPRR from any loss which is due to or arises from any cause and is associated in whole or in part with the work performed under this agreement regardless of whether caused solely or contributed to in part by the negligence or fault of the UPRR; and contains such other terms as are substantially in compliance with the Temporary Right of Entry Agreement attached as Exhibit A hereto.

SECTION 3. The Board further authorizes an additional contingency in an amount up to One Hundred Thousand Dollars (\$100,000.00) for additional reimbursements to UPRR or its agents for actual services provided, subject to the approval of the Chief Infrastructure Officer or designee.

SECTION 4. The Chairman of the Board, or designee, is further authorized to take such actions and execute such documents as may be necessary to implement the objectives of this ordinance.

SECTION 5. This ordinance shall be in full force and effect from and after its passage.

APPROVED:

PASSED:

Chairman

Secretary

September 11, 2024

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